

11-10-2004



102878543

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

- 1. Name of conveying party(ies):
 - a) Bertelsmann AG
- 2. Name and address of receiving party(ies):
 - a) Name: Roxio, Inc.
 - b) Address: 455 El Camino Real
Santa Clara, CA 95050

- 3. Nature of conveyance

<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input checked="" type="checkbox"/> Security Agreement (RELEASE)	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other _____	<input type="checkbox"/> License Agreement

Execution Date: November 18, 2003

- 4. Patent Number: 6,697,800

The title of the Patent is: **SYSTEM AND METHOD FOR DETERMINING AFFINITY USING OBJECTIVE AND SUBJECTIVE DATA**

- 5. Please send all correspondence concerning this document to:

MARTINE & PENILLA, LLP
 710 Lakeway Drive, Suite 200
 Sunnyvale, CA 94085
Customer Number 25920
 Tel. No. (408) 749-6900
 Fax No.: (408) 749-6901

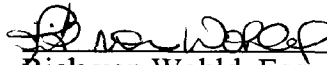
- 6. Total number of applications and patents involved: 1

- 7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- Previously paid
- Commissioner is authorized to charge any deficiencies to Deposit Account No. 50-0805 (Order No. ROXIP279)

- 8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: November 3, 2004


 Rick von Wohld, Esq.
 Registration No. 48,018

RE 11/9/04



O'MELVENY & MYERS LLP

CENTURY CITY
IRVINE SPECTRUM
NEWPORT BEACH
NEW YORK
SAN FRANCISCO
SILICON VALLEY
TYSONS CORNER

400 South Hope Street
Los Angeles, California 90071-2899

TELEPHONE (213) 430-6000
FACSIMILE (213) 430-6407
INTERNET WWW.OMM.COM

WASHINGTON, D.C.
BEIJING
HONG KONG
LONDON
SHANGHAI
TOKYO

November 14, 2003

OUR FILE NUMBER
735,400-018

Bertelsmann AG
Carl-Bertelsmann-Straße 270
D-33311 Gütersloh
GERMANY

WRITER'S DIRECT DIAL
(213) 430-6421

WRITER'S E-MAIL ADDRESS
mgursky@omm.com

**Re: Release of Security Interest by Bertelsmann AG in
Assets of Napster, Inc. and Napster Music Company Inc.**

Ladies and Gentlemen:

This letter is being delivered pursuant to the following agreements, which are collectively referred to herein as the "Security Agreements":

1. Security Agreement, dated October 30, 2000, between Napster, Inc. and Bertelsmann AG ("Bertelsmann");
2. First Amendment to Security Agreement, dated January 31, 2001, between Napster, Inc. and Bertelsmann;
3. Second Amendment to Security Agreement dated June 8, 2001, between Napster, Inc. and Bertelsmann;
4. Third Amendment to Security Agreement, dated October 16, 2001, between Napster, Inc. and Bertelsmann;
5. Fourth Amendment, dated May 3, 2002, between Napster, Inc. and Bertelsmann;
6. Security Agreement, dated January 31, 2001, between Napster Music Company, Inc. ("Napster Music") and Bertelsmann;
7. First Amendment to Security Agreement, dated June 8, 2001, between Napster Music and Bertelsmann;
8. Second Amendment to Security Agreement, dated October 16, 2001, between Napster Music and Bertelsmann;

9. Third Amendment to Security Agreement, dated May 3, 2002, between Napster Music and Bertelsmann;
10. Guaranty, dated January 31, 2001, between Napster, Inc. and Bertelsmann;
11. Reaffirmation and Amendment of Guaranty, dated October 16, 2001, between Napster, Inc. and Bertelsmann; and
12. Guaranty, dated October 16, 2001 between Napster Music and Bertelsmann;
13. Credit Guaranty Agreement, dated June 4, 2002, among Enco Recovery Corp. (f/k/a Napster, Inc.), Enco-2 Recovery Corp (f/k/a Napster Music Company Inc.), Enco-3 Recovery Corp (f/k/a Napster Mobile Company, Inc.) and Bertelsmann; and
14. Security and Pledge Agreement, dated as of June 4, 2002, among Enco Recovery Corp. (f/k/a Napster, Inc.), Enco-2 Recovery Corp. (f/k/a Napster Music Company, Inc.), Enco-3 Recovery Corp (f/k/a Napster Mobile Music Company, Inc.) and Bertelsmann.

Pursuant to the Security Agreements, Bertelsmann took a security interest in the assets of Napster, Inc. and Napster Music (the "Collateral," as that term is defined in the Security Agreements).

Napster, Inc., Napster Music, and Napster Mobile Company, Inc. (collectively, "Napster") entered into an Asset Purchase Agreement (the "APA") with Roxio Inc. ("Roxio"), dated November 15, 2002, whereby Roxio acquired certain of Napster's assets (the "Assets") during Napster's bankruptcy proceeding. The Assets may constitute all or part of the Collateral.

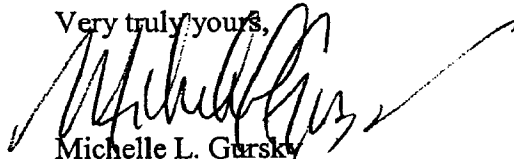
The United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered that certain Order Under 11 U.S.C. §§ 105(a), 363, 365 and 1146(c), and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014 (A) Approving Asset Purchase Agreement, (B) Authorizing the Sale of Substantially All of the Debtors' Assets, (C) Authorizing Assumption and Assignment of Certain Executory Contracts, and (D) Granting Other Related Relief (the "Sale Order") on or about November 27, 2002. Pursuant to the Sale Order, the APA was approved and the acquisition and transfer of the Assets to Roxio was made free and clear of any and all claims, liens, encumbrances and interests (collectively, "Interests") of third parties, including without limitation any such Interests of Bertelsmann that it had or may have had in the Assets.

Moreover, the Sale Order provides that third parties such as Bertelsmann are permanently enjoined from asserting any Interests in the Assets. In other words, pursuant to the Sale Order Roxio acquired the Assets free and clear of any Interest of Bertelsmann, and Bertelsmann cannot assert any such Interests in the Assets.

Nonetheless, out of an abundance of caution and in accordance with the terms of the Sale Order, we request that Bertelsmann execute this letter in order to facilitate the transfer and use of the Assets by Roxio.

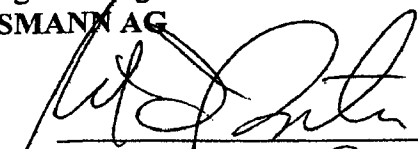
By signing below, Bertelsmann shall confirm that any and all of its security interests, liens and/or other encumbrances with respect to the Assets, including without limitation those relating to or securing the obligations of Napster, Inc. and Napster Music under the Security Agreements, have been and shall be deemed terminated and released and of no further force and effect without any further action by Napster or Bertelsmann. In addition, by signing below Bertelsmann shall further confirm that it will take all reasonably requested actions necessary to evidence the release of such liens referred to in the preceding paragraph, including the delivery of all documentation relating to the Assets (including all certificates of title) in the possession of Bertelsmann or its agents to or as instructed by Roxio and executing any documents or certificates necessary to evidence such release of liens. Bertelsmann hereby authorizes Roxio, or its counsel, O'Melveny & Myers LLP, to file any appropriate Uniform Commercial Code termination statements on its behalf.

Very truly yours,



Michelle L. Gursky
for O'MELVENY & MYERS LLP

Acknowledged and agreed:
BERTELSMANN AG

Signature: 

Date: 11/18/03

Print Name: ROBERT J. SOMERINO

Title: ATTORNEY-IN-FACT